

CONTRACT DOCUMENTS

CITY OF LINCOLN

NEBRASKA

FOR

VESTA PALLAS 911 SYSTEM
911 COMMUNICATIONS CENTER

CITY OF LINCOLN, NEBRASKA

CONTRACT AGREEMENT

THIS CONTRACT, made and entered into this _____ day of _____, 2003, by and between Alltel hereinafter called contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WITNESS, that:

WHEREAS, the City has caused to be prepared, in accordance with law, Contract Documents for the Work herein described, and has approved and adopted said documents in connection with said Work, to-wit:

Provide Plant Equipment, Inc Vesta Pallas 911 System for 911 Communications Center
and,

WHEREAS, the Contractor has submitted to the City, a Proposal.

EQUAL EMPLOYMENT OPPORTUNITY: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the agreements herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute construct, and compete all Work included in and covered by the City's execution of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefor, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

\$ 286,749.00

2. The Work included in this Contract shall begin upon execution of the contract. Contract completion shall be no later than December 1, 2004.

3. The Contract Documents comprise the Contract, and consist of the following:

- A. The Contractor's Proposal
- B. The Contract Agreement
- C. The Insurance Clause for all City Contracts

4. These Contract Agreements, together with the other Contract Documents hereinabove mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. If there are conflicts between the various contract documents, this contract shall control.

5. This agreement shall be governed and interpreted by the Laws of the State of Nebraska.

6. The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

City of Lincoln, Nebraska

By: _____

Mayor Coleen Seng

ALLTEL Communications, Inc.

By: Steve Edin

Title: Sales Manager

[illegible]

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ALLTEL
2201 Winthrop Road
P.O. Box 81672
Lincoln, Nebraska 68501-1672
402 437-7200
402 437-7295 Fax

ATTACHMENT A

CITY OF LINCOLN-CITY COMMUNICATIONS

Scope of Work: This is a proposal for material and labor to install a Vesta Pallas 911 System for the City of Lincoln. This includes the setup and installation of the Vesta Pallas backroom equipment and station side equipment for 10 station locations. Labor also includes setting up 5 Vesta Pallas stations for training. Pricing was included to pull a voice cable to each of the 10 station positions, along with pulling voice and data wiring for 5 training positions. Material and labor was also included to pull in a 50 pair feeder cable between the data room and the MAARS backroom. This will be used to bring in the CAMA trunks and administration lines into the data room for the Vesta Pallas system. Existing available feeder cable pairs between the MAARS backroom and the data room will be used if they exist.

There was labor included to remove the MAARS APU station equipment, but NO labor was included to remove the back room MAARS equipment. There is optional material and labor to install a 19" relay rack enclosure. The enclosure will be equipped with horizontal and vertical wire management, a power strip and (2) shelves.

Should it be determined that any new or additional station wiring or jacks need to be installed or replaced, additional charges will apply. In order to perform additional work not specified on this contract, an ALLTEL technician will require a signed ALLTEL Change Order form and charges will apply.

PEI MANUFACTURED ITEMS

PEI manufactured products are covered by a 2 year warranty. These items are identified via **BOLD** type under the "Description" column.

Cohabitation / Third Party Hardware Testing

PEI's average lead time for cohabitation and / or third party hardware testing is 2 to 4 weeks. Test times may vary by product and environment. Firm testing dates and expected duration will not be provided by PEI until PEI has received and accepted 1) the purchase order for the testing, and 2) all hardware, software, and other material required for the testing. Distributors are strongly encouraged not to commit to a testing completion date until a testing date has actually been scheduled by PEI and provided to the distributor. Additional time should be allotted by the distributor for problem resolution should PEI identify conflicts between the products being tested. Resolving problems discovered during Cohabitation / Third Party Hardware Testing often times extends the completion date of the testing. PEI is not responsible for delays resulting from problem resolution. PEI's agreement to perform Cohabitation / Third Party Hardware testing does not guarantee nor warranty the requested Cohabitation / Third Party Hardware will work with PEI products.

Training

Training is quoted based on the number of students indicated. Additional students will be billed at the current course rate. Class size is limited to 8 students. All courses are subject to minimum enrollment. Training must be scheduled at least two weeks prior to the start date of the course. Any changes to the training schedule are subject to additional charges as a result of expenses incurred by travel changes. If training equipment is not available at customer-site, customer will pay shipping charges for "loaner" system. Descriptions of the training courses with their prerequisites are as follows. Please check with PEI's Training Coordinator for class availability and scheduling information.

The quoted costs for training presumes a standard offering of no more than 8 hours of training per business day using one PEI furnished trainer during normal business hours. Modifications to the standard offering will be evaluated on a time and material cost basis.

Course #	Course Title
6506	VESTA Pallas End User - 4 Days Includes: 2 days of VESTA Pallas Administrator Training, 1 day of VESTA Agent Training, and 1 day of MagIC EX training for up to 8 students. Price also includes travel and setup expenses.
6501	VESTA Pallas Agent

Cabling: Additional Unshielded Twisted Pair (CAT 5 UTP) cable will be necessary to complete system installation. Plant Equipment, Inc. can provide this cable or specifications on the type of cable necessary to complete this installation. Positioning of system components is essential in calculating the length of the cable and the termination type for your system. Please review these carefully before installation.

Power Requirements: PEI recommends that all system components have an adequate backup power source. System components listed on this quote have the following power requirements. Call PEI for any additional assistance.

Total Amps: 85.50
Total Watts/VA: 10260.00
Total KVA: 10.26
BTU's 28020.06

Spares: PEI also recommends that spares be kept for troubleshooting and/or emergencies. For more information on spares, please contact PEI at 800-4-911-PEI (800-491-1734).



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<u>Qty.</u>	<u>Part #</u>	<u>Description</u>
		Data & Voice Wire
3,000'		4 -Pair Cat3 Plenum Cable (Yellow) (1245A2) (Belden)
1,500'		4- Pair Cat5 Enhanced Plenum Cable (Green) (1701A) (Belden)
		Feeder Cable
400'		CMP-10024SPP-3 100-Pair 24 Gauge CAT3 Plenum
		Jack Inserts
15		Mini-Jack CAT3 RJ11 Jacks (Electric Ivory) (CJ64EI) (4 Wire)
10		CJ588AGR Minicom Mini Jacks RJ45 Level 6 (Green)
		Surface Mount Boxes
5		CBXJ2EI-A Minicom Surface Mount Boxes 2 Modular (Ivy)
1		Mini-Com Snap-In Patch Panel Blank CP24BI
		Miscellaneous Parts
7		SE66M150CS 50-Pair Small Blocks Punch-On
7		S89D Standoff Brackets for S66M1 Blocks
		Relay Rack Cabinet
1		GL840E-2436F Complete 19" Enclosure w/ 3 Fan Top (Black)
		Miscellaneous Cable Management, Power Strip, and Shelves
1		CME-8424 GL840E Vertical Cable Management w/ Hinged Front Cover -19"
1		7209-N GL840E Adjustable Levelers (2.50" In Height) (Set of 4)
1		GL780 Series (7215) Power Strip (16 Pos.)
2		7206-FM Front Mount Shelf (19" Rack) (17.25"W x 18.00"D)
1		HC119ME3N Enhanced Cable Management Panel 3.5"D



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<u>Qty.</u>	<u>Part #</u>	<u>Description</u>
VESTA PALLAS SYSTEM		
1	862309-00301	BASE UNIT, LAN/LAN - Redundant
1	862309-00401	EXPANSION SHELF - Redundant
2	862311-00101	CARD COMBO 4/16
1	862311-00301	CARD, CLID 4-PORT
3	862311-00201	CARD CLID 8-PORT
10	872399-00101	LAN CTE, 1 SEAT
10	862306-00101	TELEPHONE 24-BUTTON
10	862308-00201	LINE EXPANSION MODULE
MTU		
1	852204-00101	MTU BASE UNIT
1	852204-00201	Reduntant PACKAGE - MTU
6	852210-00401	ACTIVE CAMA MODULE
Workstation Equipment		
10	63002-182802	Monitor 18IN Flat Panel Black NEC
10	830908-00201	RADIO INTERFACE SUBSET
10	850808-00403VOX	HERBIE DUAL PHONE, VOX
Peripheral Equipment		
1	06500-55053	PALLAS EQPMT RACK 19 INCH
1	862314-00101	PALLAS PERIPHERAL EQUIP
1	850830-01501	MODEM PACKAGE
1	64040-60012	PRINTER, HP COLOR
1	65000-00065	CBL, PRINT PARALLEL 10 FT
Software/Firmware		
VESTA PALLAS SYSTEM		
1	870899-03002.5	VESTA-PALLAS 2.5 SW/DOC
9	870899-03102.5	VESTA-PALLAS 2.5 LICENSE
1	870809-00201	VESTA, ALI INTFC MODULE
1	870809-00101	VESTA, CAD INTFC MODULE
MTU		
1	872299-00101	MTU FIRMWARE <i>VESTA with IRR for Radio</i>
10	870810-00602	IRR PHN/RAD MODULE
Services/Support		
Configuration and Staging Services		
1	809800-80401	PALLAS CONFIG on BCM
Firmware/Software Support		
1	809800-90305	SPT THRU YR 5 MTU FW
10	809800-90205	SPT THRU YR 5 V/PALLAS
10	809800-80002	SUPPORT THRU YR 5 V/IRR
Field Engineering		
96	809800-17101	FIELD ENGINEERING - PRIMARY <i>To activate VESTA Pallas on ORION Workstations and Server.</i>
Training		
1	6506	VESTA PALLAS END USER
3	6501	VESTA PALLAS AGENT



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Configuration Notes:

1. A one-year warranty is included on parts and labor provided by ALLTEL from date of cutover.
2. The purchase price consists of a cash sale; 25% due with the signed sales contract and 75% due at completion of installation. Other finance options are available upon request.
3. The above price does not include any monthly or one-time charges that may be incurred from your local or long distance carriers.
4. The electrician will need to supply a main grounding electrode so all of the equipment can be properly grounded.
5. If any firestopping is required, it will be completed on a time and material basis.
6. Installation and cutover will be scheduled for a mutually agreeable date and time.
7. The customer is responsible for providing all electrical, space, and environmental controls specified by the manufacturer and needed for the installation.
8. 4-Pair station (telephone) wiring is recommended/2-Pair station (telephone) wiring is required.
9. If system, voice mail, or other equipment is equipped with a modem, this quote includes free remote programming changes for 30 days from date of cutover.

CITY OF LINCOLN

BY: _____

DATE: _____

ALLTEL

BY: 
Duly Authorized Representative

DATE: 12/08/03

Attachment B

The City and Alltel agree that the funding for the lease/purchase of the equipment and material (Vesta Pallas 911 System) related to this contract will be acquired by the City of Lincoln at a date subsequent to the execution of this contract. The delay in the acquisition of funding is to allow the City to procure a more competitive rate for the financing but in no event later than the end of 2004. Payment for the system shall occur within 45 days of satisfactory installation and testing. At the time the City acquires and executes the funding for the lease/purchase of the equipment, the title to the equipment and material will be held by the provider of the funding or their assigns. The down payment provided by the City pursuant to this contract is a payment towards the labor required by this contract.

City of Lincoln

BY: _____

Mayor Coleen Seng

Alltel Communications, Inc.

BY: Steve Edie

Sales Manager: Steve Edie